

Collective Bargaining Agreement

Between

**Human Development Center,
A Minnesota Non-profit Corporation,**

And

**American Federation of State, County and Municipal Employees,
AFL-CIO,
Minnesota Council 5, Local No. 3558**

Effective

January 1, 2022 to December 31, 2024

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Preamble. This Agreement, dated the 1st, day of January 2022, is by and between Human Development Center, a Minnesota non-profit corporation, the “Employer,” and American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 5, Local No. 3558, the “Union.” Having collectively bargained with respect to the employees’ wages, hours, and other terms and conditions of employment, the parties agree as follows:

Definitions

Article 1 --Definitions. As used in this Agreement, the following terms shall have these definitions:

Non-exempt employee: An employee covered by the wage and hour provisions of the federal Fair Labor Standards Act.

Exempt employee: An employee exempt from the wage and hour provisions of the federal Fair Labor Standards Act.

Full-time employee:

a) as applied to a non-exempt employee, an employee who is regularly scheduled to work forty (40) or more hours per week;

b) as applied to an exempt employee, an employee who is expected to work forty (40) or more hours per week on average over a contract year to accomplish the duties and responsibilities of the employee's position. If the average exceeds forty (40) hours but is less than forty-five (45), the employee and the Employer shall meet to review the data and to consider what adjustments, if any, should be made to the employee's workload. The employee may request Union representation at any such meeting and the request shall be granted. If the average equals or exceeds forty-five (45), the employee may file a grievance.

Part-time employee:

a) as applied to a non-exempt employee, an employee who is regularly scheduled to work less than forty (40) hours per week;

b) as applied to an exempt employee, an employee who is expected to work less than forty (40) hours per week on average over a contract year to accomplish the duties and responsibilities of the employee's position. The Employer shall maintain records, to which the employee shall have access, showing the employee's defined part-time level. If the average exceeds the employee's defined level but is less than 112.5% of the level, the employee and the Employer shall meet to review the data and to consider what adjustments, if any, should be made to the employee's workload. The employee may request Union representation at any such meeting and the request shall be granted. If the average equals or exceeds 112.5% of the level, the employee may file a grievance. Fringe benefits, including but not limited to paid vacation, paid sick leave, paid holidays,

1 paid personal leave days, and insurances, shall apply only to part-time employees who:

2
3 a) if non-exempt, are regularly scheduled to work twenty (20) or more hours per
4 week;

5
6 b) if exempt, are expected to work twenty (20) or more hours per week on average
7 over a contract year to accomplish the duties and responsibilities of the employee's
8 position.
9

10 **Article 2 --Measurement of Time.** Unless otherwise specified in this Agreement,
11 references to "days," "weeks," "months," and "years" shall mean calendar days, calendar weeks,
12 calendar months, and calendar years, respectively.
13

14 **Bargaining Unit and Employees**

15

16 **Article 3 --Recognition.** The Employer recognizes the Union as the sole and exclusive
17 bargaining agent for all full time and regular part time employees, including professional employees,
18 employed by the Employer at or out of the Employer's facilities located in St. Louis, Carlton, Lake,
19 and Cook Counties, Minnesota; excluding guards and supervisors as defined in the National Labor
20 Relations Act, as amended, physicians, clients, and consumers employed for rehabilitation or similar
21 therapeutic purposes, and all other employees. The words "employee" or "employees" as used in
22 this Agreement shall be construed to include only the job titles of employees expressly covered by
23 this article. Non-bargaining unit personnel shall not perform bargaining unit work, except in cases of
24 incidental work, emergencies, heavy workloads, and historical practice.
25

26 **Article 4 --Exempt Job Titles.** Employees occupying the following job titles shall be
27 considered as exempt employees under federal and state wage and hour laws:
28

- 29 ■ Licensed Clinician, Doctoral Level
- 30 ■ Doctoral Graduate Psychologist (L.P. pending)
- 31 ■ Licensed Clinician, Masters Level Therapist -Licensed Graduate Social Worker
- 32 ■ Licensed Clinician, Masters Level Therapist -Licensed Independent Clinical Social Worker
- 33 ■ Licensed Clinician, Masters Level Therapist -Licensed Marriage and Family Therapist
- 34 ■ Licensed Professional Counselor
- 35 ■ Licensed Professional Clinical Counselor
- 36 ■ Licensed Clinician, Masters Level Therapist -Licensed Psychologist
- 37 ■ Licensed Clinician, Masters Level Therapist -Graduate Psychologist (L.P. pending)
- 38 ■ Licensed Clinician, Masters Level, Non-Therapist
- 39 ■ Psychiatric Registered Nurse
- 40 ■ Clinical Registered Nurse Specialist
- 41 ■ Registered Nurse Practitioner
- 42 ■ Advance Practice Registered Nurse
- 43 ■ Network Administrator

1
2 Notwithstanding any other language in this Agreement, employees occupying these listed
3 job titles shall be paid only the negotiated salary for the title and only those pay enhancements, if
4 any, expressly designated herein as applicable to exempt employees.
5

6 **Article 5 --Notice of New Hires.** Within fourteen (14) days after a new employee's first
7 day of work, the Employer shall give written notice to the Union of the employee's name,
8 address, job title, and pay.
9

10 **Article 6 --New Titles.** If the Employer creates a new job title within the bargaining unit,
11 the Employer shall give written notice to the Union, including the proposed wage or salary. The
12 parties shall meet and negotiate over the proposed wage or salary for the new title. Failing
13 settlement within twenty (20) days, either party may demand in writing that the unresolved wage
14 or salary issue be submitted to binding interest arbitration. Any demand for interest arbitration shall
15 be made within ten (10) days after the twenty (20) day negotiation time frame expires. The party
16 seeking interest arbitration shall request from the Minnesota Bureau of Mediation Services a list of
17 names of seven (7) potential interest arbitrators. The interest arbitrator shall be selected by the
18 Employer and the Union alternately striking names from the list until only one (1) name remains.
19 The order of striking shall be determined by the flip of a coin. The interest arbitrator's fees and
20 expenses and the cost of any hearing room jointly selected shall be shared equally by the parties.
21 The award of the interest arbitrator shall be final and binding upon the Employer, the Union, and all
22 employees. The interest arbitrator shall have jurisdiction only over the unresolved objections. The
23 interest arbitrator shall have no power to add to, subtract from, or modify in any way any of the
24 provisions of this Agreement. In the meantime, the Employer may implement the proposed wage or
25 salary.
26

27 **Article 7 --Probation.** Newly hired exempt and non-exempt employees shall serve a
28 probationary period of six (6) months. The Employer may extend an exempt and non-exempt
29 employee's initial probation period for up to an additional six (6) months. A probationary exempt
30 and non-exempt employee shall have no seniority rights and may be discharged with or without
31 cause. Upon completion of probation, the employee, whether non-exempt or exempt, shall be
32 credited with seniority from his or her last date of hire in a bargaining unit position.
33

34 **Article 8 --Vacancies.** A vacancy is defined as an opening for a non-temporary or non-
35 extended temporary position which the Employer determines to fill. If a vacancy arises in a job
36 title covered by this Agreement, the Employer shall post the vacancy for a minimum of six (6)
37 working days. The posting shall include both the minimum and desired qualifications for the vacancy
38 and the deadline for applying. Employees shall apply for the vacancy on forms provided by the
39 Employer. In filling the vacancy, the Employer shall follow this procedure:
40

- 41 • If only one (1) employee applies, and if that employee holds a substantially similar
42 position within the same category and job title plus meets ALL minimum
43 requirements as posted that employee shall be selected to fill the vacancy. If more

1 than one (1) employee applies, and if they all hold a substantially similar position
2 within the same category and job title plus meet ALL minimum requirements as
3 posted, the most senior of them shall be selected to fill the vacancy.

- 4 • In all other cases, all employee applicants who meet the minimum qualifications shall
5 be granted an interview, and thereafter the Employer may choose the most qualified
6 person to fill the vacancy from among those employee applicants or from among any
7 non-employee applicants.

8
9 If a current employee is selected to fill a vacancy in a job title different from his or her
10 current job title: (a) the Employer may choose during the first thirty (30) days in the new position to
11 send the employee back to his or her former position; or (b) the employee may choose during the
12 first twenty (20) days in the new position to return to his or her former position. If the vacancy is an
13 exempt position, the time period in clause (a) shall be sixty (60) days instead of thirty (30) days. In
14 any case, the Employer's send-back rights and the employee's go-back rights may be waived by
15 mutual agreement between the Employer and employee.

16
17 **Article 9 --Outside Employment.** Employees shall be entitled to work other jobs, provided (a)
18 the other job does not interfere with their employment with the Employer, and (b) the other job is
19 not competitive with the Employer's business. The foregoing language shall not prohibit the
20 Employer from entering into agreement with the Union regarding unique situations which may arise
21 in relation to outside employment.

22
23 **Article 10 --Non-Discrimination.** Neither party shall discriminate in employment or in
24 Union membership against any employee, and neither party shall harass any employee, because of
25 Union membership (or lack thereof), support for the Union (or lack thereof), or membership in any
26 class of persons protected by federal, state, or local employment discrimination laws, as such laws
27 existed on January 1, 2003.

28
29 **Article 11 --Resignations.** A non-exempt employee voluntarily terminating employment shall
30 give the Employer at least two (2) weeks' advance written notice of such termination. An exempt
31 employee voluntarily terminating employment shall give the Employer at least four (4) weeks'
32 advance written notice of such termination. The notice period shall consist of working time.
33 Scheduled vacation may be taken during the notice period only to the extent the notice given
34 exceeds the minimum notice required by this article. Sick time used during the notice period will
35 only be paid with written documentation from a licensed physician or a nurse practitioner.

36
37 **Article 12 --Temporary Personnel.** The Employer may supplement the work force with
38 temporary personnel or temporary agency personnel to cover for the absence of an employee due
39 to a resignation, leave of absence, illness, vacation, or other authorized absence, or to provide
40 coverage for special projects or during times of high workload. Such coverage shall not exceed the
41 length of the vacancy, leave or absence, special project, or time of high workload, or ninety (90)
42 days, whichever comes first. At the time of hiring, the Employer shall give written notice to the
43 Union stating the temporary personnel's name, hiring date, purpose for hiring, and anticipated

length of employment. Temporary personnel shall not be eligible for fringe benefits of any kind, including but not limited to paid vacation, paid sick leave, paid holidays, paid personal leave days, and insurances.

Extended Temporary Personnel –If a temporary is hired for any of the reasons stated above and for a duration greater than ninety (90) days, then the temporary shall be classified as an Extended Temporary. An Extended Temporary’s assignment may not exceed twelve (12) months. If an Extended Temporary is subsequently hired permanently, the start date will become the hire date for the purposes of seniority under Article 13. Extended Temporary personnel shall be classified as bargaining unit members for the duration of their assignment and shall be benefit eligible if they are employed longer than ninety (90) days and more than 50% time. Extended temporary personnel shall not have seniority/bumping rights at the end of their assignment.

Article 13 --Seniority. Each employee shall have seniority based upon his or her unbroken service with the Employer. Seniority shall be broken by any of the following circumstances:

- a) Discharge;
- b) Resignation;
- c) Failure of employee to return to work upon recall from layoff;
- d) Continuous layoff of greater than twelve (12) months;
- e) Retirement;
- f) Failure of employee to return to work from a leave of absence;
- g) Engaging in other employment while on a leave of absence; time paid by the Union to the employee for Union activities shall not be considered “other employment;”
- h) Failure to apply for work within the statutory time limit following completion of a military leave of absence;
- i) Continuous absence from work of greater than six (6) months for any other reason.

1. The following shall apply in cases of layoffs in job titles in categories I, II, III, XII and XV: Those to be laid off shall be selected by the Employer in inverse seniority order from among the employees in the affected job title, such that the least senior employee in the affected job title is laid off first. All Bargaining Unit temporary, Bargaining Unit part-time, provisional, and substitute employees shall be the first to be laid off.

2. The following shall apply in cases of recall in job titles in categories I, II, III, XII and XV. Those to be recalled shall be selected by the Employer in seniority order from among the laid off employees in the affected job title, such that the most senior laid off employee in the affected job title is recalled first.

3. For all other job titles, the Employer’s intent is to lay off employee(s) in inverse seniority order unless there are bona fide legitimate business reason(s) not to do so. When bona fide legitimate business reason(s) exist, the Employer may lay off employees in any order from among the employees in the affected job title whose seniority is less than or equal to four (4) years. If further layoffs are to be implemented, those to be laid off shall be selected by the

1 Employer in the inverse order of seniority from among the employees in the affected job
2 title whose seniority is greater than four (4) years.

3
4 4. For all other job titles, the Employer's intent is to recall laid off employees in seniority
5 order unless there are bona fide legitimate business reason(s) not to do so. Those to be
6 recalled shall be selected by the Employer in seniority order from among the laid off
7 employees in the affected job title whose seniority is greater than four (4) years. If further
8 recalls are to be implemented, and if bona fide legitimate business reason(s) exist, those to
9 be recalled shall be selected by the Employer in any order from among the laid off
10 employees in the affected job title whose seniority is less than or equal to four (4) years.

11
12 5. The Employer shall not hire a new employee if there are laid off employees in the
13 affected job title still having seniority, unless and until those laid off employees have been
14 offered and have refused recall.

15
16 6. If the Employer, due to bona fide legitimate business reason(s) exercises its right
17 under paragraphs three (3) and four (4) above to layoff or recall out of seniority order, the
18 matter shall be deemed automatically grieved and the matter shall proceed directly to
19 arbitration under Article 49. The grievant(s) shall be the person(s) who would not have been
20 laid off had seniority been followed or who would have been recalled had seniority been
21 followed, as the case may be. At arbitration, the just cause standard shall not be applied.
22 Instead, the standard shall be whether the Employer had any bona fide legitimate business
23 reason(s) for acting as it did and did not act in an arbitrary or capricious manner. If so, the
24 arbitrator shall affirm the Employer's decision. If not, the arbitrator shall order the
25 grievant(s) to be made whole for all losses and shall order grievant(s) reinstated in the case
26 of a layoff or recalled in the case of a recall, as the case may be. The Employer shall pay all of
27 the arbitrator's fees and expenses.

28
29 7. Employees who are in corrective action or who have been on a corrective plan within the
30 last six (6) months will not be entitled to job transfers.

31 32 **Employer and Union Rights**

33
34 **Article 14 --No Strike, No Lockout.** During the term of this Agreement, no employee
35 shall engage in any economic, unfair labor practice, or other kind of strike, picketing, sit-down,
36 slowdown, cessation or interruption of work, or boycott. Notwithstanding the foregoing sentence,
37 employees may engage in informational picketing (1) if the Employer fails or refuses to obey a final
38 and binding arbitration award, or (2) if the Employer fails or refuses to honor a written settlement of
39 a grievance, or (3) if the Employer fails or refuses to participate in this Agreement's grievance
40 procedure when properly invoked by the Union. During the term of this Agreement, the Employer
41 shall not lock out the employees.

42
43 **Article 15 --Management Rights.** The management of the business and the direction of

1 the working force is vested exclusively in the Employer. Except where expressly abridged by a
2 specific provision of this Agreement, the Employer retains all management rights, including but
3 not necessarily limited to, the right to hire, discipline, discharge, layoff, promote, transfer, and
4 assign the employees; to determine or change the starting and quitting times and number of hours
5 worked; to promulgate rules and regulations; to assign and delegate work and duties to the
6 employees; to establish new job titles; to organize, discontinue, enlarge, or reduce a department,
7 unit, function, or division; to assign or transfer employees to other areas as operations may require;
8 to introduce new or improved methods of operation or facilities; to determine the quality, quantity,
9 and method of work and the number of employees; and to contract with others for the furnishing
10 and purchase of goods and services. Notwithstanding the foregoing, there shall be no contracting
11 for services then being performed by bargaining unit employees, with three (3) exceptions.
12 Contracting is permissible if (1) there are too few bargaining unit employees to perform the work
13 and there is a lack of qualified applicants for hiring into the bargaining unit to do the work, or (2)
14 emergency conditions require that the work be performed immediately, or (3) pursuant to a
15 collaboration with other human services providers to improve access to mental health care
16 (examples: Crisis Response Team, Children's Mental Health Collaborative, Adult Foster Care
17 Program, Assertive Community Treatment Program). In the case of exception (3), the collaborator's
18 employees shall not be considered as contracted employees of the Employer.

19
20 **Article 16 --Union Security.** All employees shall, as a condition of continued
21 employment, become and remain members in the Union, and all employees subsequently hired
22 shall become members of the Union within thirty-one (31) calendar days of hiring. An employee
23 may choose, however, in lieu of Union membership, to pay to the Union a service fee, representing
24 that portion of usual and customary Union dues and fees attributable to collective bargaining,
25 grievance processing, and contract administration. The Union shall defend, indemnify, and hold the
26 Employer harmless of and from any claim or suit by an employee arising out of application of this
27 article.

28
29 **Article 17 --Dues Check off.** The Employer shall deduct the bi-weekly membership dues from
30 the earnings of those employees who authorize such deductions in writing. The Union shall submit
31 such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end
32 of the payroll period for which the deductions are to be effective and the deductions shall continue
33 in effect until canceled by the employee through the Union. The aggregate deductions of all
34 employees, together with a detailed record, shall be remitted to the Union office within ten (10)
35 days after such deductions are made. The Union shall indemnify the Employer and hold it harmless
36 against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any
37 action taken by the Employer for purposes of complying with this article, or in reliance on any lists,
38 notices, or authorizations that shall have been furnished to the Employer by an employee or the
39 Union.

40
41 **Article 18 --Access to Premises.** Representatives of the Union, upon advance notice to
42 the Human Resource Director, including the date and time of the visit and the name(s) of the

1 employee(s) to be visited, may visit the Employer's premises for the purpose of discussing
2 grievances and other Union matters with the employee(s) during breaks or during unpaid time.
3 Care shall be taken so there will be no disturbance to other employees, clients, or consumers,
4 and no such discussions shall take place in areas where clients or consumers may be present.
5

6 **Article 19 – New Member Orientation.** The bargaining unit chair (or bargaining unit
7 designee) shall have the opportunity to attend new employee orientation sessions conducted by the
8 Employer. The Employer shall provide notice to the bargaining unit chair (or bargaining unit
9 designee) as soon as possible of upcoming orientation. The Human Resource Department will
10 schedule fifteen (15) minutes during the session for the bargaining unit chair (or bargaining unit
11 designee) to explain contractual rights and introduce employees to their union.
12

13 **Article 20 --Bulletin Boards.** For each of the Employer's facilities, the Employer shall
14 designate a bulletin board for the posting of Union notices. The boards shall be located in areas
15 frequented by employees but not necessarily visible to the public. The Union may provide a lockable
16 bulletin board, at the Union's expense, which will be hung by the Employer with keys made available
17 to both Employer and the Union.
18

19 **Article 21 --Time Off For Union Business.** Any employee who has successfully completed the
20 probationary period will be considered for union leave. Employees shall submit their request for
21 leave (electronically) through the Human Resource employee software system, indicating that it is
22 time off for union business, at least two (2) weeks in advance, to their supervisor in the same
23 manner as any other request for time off. The Employer shall not be responsible for any employees'
24 wages during union leave; however, the employees' seniority for all purposes under this agreement
25 shall continue to accrue as if the employee had been working.
26

27 The Employer shall agree to the union leave under this article. The Employer may limit the
28 number of workers utilizing this leave per department to respond to organizational needs.
29 Employees will be required to maintain their annual productivity and position expectations.
30

31 **Article 22 – Time Off For Union Stewards.** Upon reasonable notice to the Employer,
32 union stewards shall be granted a reasonable amount of time, without loss of pay, during working
33 hours for the purpose of meeting with the Employer to represent employees during investigative
34 meetings, disciplinary meetings and grievance step meetings. Stewards shall not cancel clients for
35 such purposes, except with approval from their supervisor.
36

37 **Hours and Schedules**

38
39 **Article 23 --Hours of Work.** A normal work year shall be 2080 hours. A normal work
40 week shall be forty (40) hours. A normal workday shall be eight (8) hours. Nothing in this
41 article shall be construed to alter the status and rights of exempt employees. Except as may be
42 provided by some other provision of this Agreement, it is agreed that no employee shall have any
43 guaranteed number of work hours.

- 1
2 1. Employees may request a four 10-hour work week. Requests may be denied. Any
3 requestor must agree to all terms specified on the Voluntary Agreement to work four 10-
4 hour schedule form. Employees may be required to change back to an 8-hour schedule
5 with 2 weeks notice.
6

7 **Article 24 --Meals and Breaks.** Non-exempt employees who work or who are scheduled to
8 work eight (8) or more consecutive hours in a day shall be allowed an unpaid meal period near the
9 middle of the day. The period shall be at least thirty (30) minutes in duration. Non-exempt
10 employees shall be allowed a paid fifteen (15) minute break for each four (4) consecutive hours
11 worked, with a limit of no more than two (2) per day. Non-exempt employees' meal periods and
12 breaks shall not be accumulated or saved so as to be used to leave work early, come to work late, or
13 extend a meal period, unless the Employer gives advance approval to do so. Exempt employees shall
14 be entitled to a reasonable meal period each day.
15

16 **Article 25 --Flex Schedules.** Upon reasonable notice to the affected employees, the
17 Employer may require flex schedules in order to meet client needs. A non-exempt employee may
18 request a flex schedule. The Employer shall grant the request if the proposed schedule does not
19 have an adverse and/or deleterious effect on the operations of the employee's department.
20

21 **Compensation**

22

23 **Article 26 --Wage and Salary Rates.**

24 Section 1. For purposes of wage and salary rates, job titles shall be categorized as follows:
25

26 <u>Categories</u>	27 <u>Job Titles</u>
28 I	Billing Clerk -Emphasis Data Entry 29 Billing Clerk -Emphasis General 30 Credentialer 31
32 II	Custodian -Buildings and Grounds 33
34 IV	Licensed Clinician, Doctoral Level 35 Doctoral Graduate Psychologist (L.P. pending) 36
37 V	Licensed Clinician, Masters Level Therapist -Licensed Graduate Social Worker 38 Licensed Clinician, Masters Level Therapist -Licensed Independent Clinical Social 39 Worker 40 Licensed Clinician, Masters Level Therapist -Licensed Marriage and Family Therapist 41 Licensed Clinician, Masters Level Therapist -Licensed Psychologist 42 Licensed Clinician, Masters Level Therapist -Graduate Psychologist (L.P. pending) 43 Licensed Professional Counselor

1		Licensed Professional Clinical Counselor
2		
3	VI	Dual Licensed Clinician (LADC/LICSW, LMFT, LPCC, LP)
4		
5	VII	Licensed Practical Nurse/Medical Assistant
6		
7	VIII	Psychiatric Registered Nurse
8		Registered Nurse Practitioner
9		
10	IX	Rehabilitation Worker
11		Case Aide
12		
13	XIa	Case Manager (Without Degree)
14		Certified Peer Specialist (Without Degree)
15		Project Coordinators (Without Degree)
16		Employment Specialist (Without Degree)
17		Case Manager Associate (Without Degree)
18		Mental Health Practitioner (Without Degree)
19		
20	XIb	Case Manager (With Degree)
21		Certified Peer Specialist (With Degree)
22		Project Coordinators (With Degree)
23		Employment Specialist (With Degree)
24		Case Manager Associate (With Degree)
25		Mental Health Practitioner (With Degree)
26		
27	XII	Support Staff
28		
29	XIII	Advance Practice Registered Nurse
30		
31	XIV	IT Technician
32		
33	XV	Maintenance Worker – Emphasis Boilers and Plant
34		Maintenance Worker – Emphasis Skilled Tasks
35		
36	XVII	Network Administrator
37		
38	XIX	LADC
39		
40		

Section 2. Wage and salary rates shall be as follows, depending on the employee's job title category and years of seniority. As of each seniority step, the employee shall be paid the greater of:

(a) What the applicable table provides; or
(b) The employee's then wage or salary.

CONTRACT YEAR - Please see attached tables.

2022

Wage at Each Step

Category	Job Titles	0	1	3	5	7	9	11	13	15
I	Billing Clerk	\$14.72	\$15.16	\$15.56	\$16.05	\$16.52	\$17.02	\$17.53	\$18.06	\$18.60
II	Custodian	\$13.45	\$13.87	\$14.31	\$14.72	\$15.17	\$15.64	\$16.09	\$16.57	\$17.07
IV (Notes 1)	Psychologist	\$67,119.86	\$69,544.79	\$71,969.72	\$74,394.67	\$76,819.58	\$79,244.53	\$81,621.87	\$84,070.53	\$86,592.64
V (Notes 1)	Therapist	\$56,055.00	\$58,297.20	\$60,629.09	\$63,054.25	\$65,576.42	\$68,199.48	\$70,927.46	\$73,055.28	\$75,246.94
VI	Dual Clinician	\$59,085.00	\$61,327.20	\$63,659.09	\$66,084.25	\$68,606.42	\$71,229.48	\$73,957.46	\$76,176.18	\$78,461.47
VII	LPN	\$17.65	\$18.20	\$18.76	\$19.35	\$19.95	\$20.57	\$21.21	\$21.85	\$22.50
VIII (Note 1)	Registered Nurse	\$61,518.16	\$63,363.66	\$65,264.60	\$67,222.53	\$69,239.21	\$71,316.40	\$73,455.88	\$75,659.56	\$77,929.34
IX	Rehab Worker/Case Aide	\$13.19	\$13.53	\$13.88	\$14.25	\$14.65	\$15.09	\$15.54	\$16.01	\$16.49
XIa	Case Manager (Without Degree)									
	Certified Peer Specialist (Without Degree)									
	Project Coordinators (Without Degree)									
	Employment Specialist (Without Degree)									
	Case Manager Associate (Without Degree)									
XIb	Mental Health Practitioner (Without Degree)	\$17.07	\$17.73	\$18.42	\$19.10	\$19.66	\$20.25	\$20.86	\$21.49	\$22.13
	Case Manager (With Degree)									
	Certified Peer Specialist (With Degree)									
	Project Coordinators (With Degree)									
	Employment Specialist (With Degree)									
XII	Case Manager Associate (With Degree)	\$18.17	\$18.86	\$19.53	\$20.10	\$20.68	\$21.26	\$21.83	\$22.48	\$23.16
	Mental Health Practitioner (With Degree)	\$14.79	\$15.24	\$15.64	\$16.13	\$16.60	\$17.10	\$17.62	\$18.15	\$18.69
	Support Staff	\$115,897.86	\$120,823.56	\$125,749.21	\$130,674.89	\$135,600.56	\$140,556.78	\$144,741.99	\$149,084.25	\$153,556.78
XIII (Note 1)	APRN	\$21.55	\$22.39	\$23.22	\$24.08	\$24.90	\$25.74	\$26.50	\$27.30	\$28.11
XIV (Note 1)	IT Technician	\$16.48	\$16.98	\$17.50	\$18.01	\$18.55	\$19.12	\$19.69	\$20.28	\$20.89
XV	Maintenance Worker	\$57,724.28	\$59,456.00	\$61,239.68	\$63,076.89	\$64,969.16	\$66,918.25	\$68,925.81	\$70,993.58	\$73,123.39
XVII (Note 1)	Network Administrator									
XIX (Note 2)	LADC	\$22.96	\$23.67	\$24.38	\$25.11	\$25.86	\$26.64	\$27.46	\$28.28	\$29.13

Note 1: The figures for categories IV, V, VI, VIII, XII, and XVII are annual salaries. The figures for the other categories are hourly wages.

Note 2: Individuals who are "in training" can provide services under supervision of a licensed professional until they become an LADC; therefore, HDC will pay 90% of the category XIX until they are fully licensed as an LADC.

2023

Wage at Each Step

Category	0	1	3	5	7	9	11	13	15
I	\$14.87	\$15.31	\$15.72	\$16.21	\$16.69	\$17.19	\$17.71	\$18.24	\$18.78
II	\$13.58	\$14.01	\$14.45	\$14.87	\$15.32	\$15.80	\$16.25	\$16.74	\$17.24
IV (Notes 1)	\$67,791.06	\$70,240.24	\$72,689.42	\$75,138.62	\$77,587.78	\$80,036.98	\$82,438.09	\$84,911.23	\$87,458.57
V (Notes 1)	\$56,615.55	\$58,880.17	\$61,235.38	\$63,684.79	\$66,232.18	\$68,881.47	\$71,636.73	\$73,785.84	\$75,999.41
VI	\$59,675.85	\$61,940.47	\$64,295.68	\$66,745.09	\$69,292.48	\$71,941.77	\$74,697.03	\$76,937.95	\$79,246.08
VII	\$17.83	\$18.38	\$18.95	\$19.54	\$20.15	\$20.78	\$21.42	\$22.06	\$22.73
VIII (Note 1)	\$62,133.34	\$63,997.30	\$65,917.25	\$67,894.76	\$69,931.60	\$72,029.56	\$74,190.44	\$76,416.15	\$78,708.64
IX	\$13.32	\$13.67	\$14.02	\$14.39	\$14.80	\$15.24	\$15.70	\$16.17	\$16.65
Xla	Rehab Worker/Case Aide								
	Case Manager (Without Degree)								
	Certified Peer Specialist (Without Degree)								
	Project Coordinators (Without Degree)								
	Employment Specialist (Without Degree)								
Xlb	Case Manager Associate (Without Degree)								
	Mental Health Practitioner (Without Degree)	\$17.24	\$17.91	\$18.60	\$19.29	\$19.86	\$21.07	\$21.70	\$22.35
	Case Manager (With Degree)								
	Certified Peer Specialist (With Degree)								
	Project Coordinators (With Degree)								
XII	Employment Specialist (With Degree)								
	Case Manager Associate (With Degree)	\$18.35	\$19.05	\$19.73	\$20.30	\$20.89	\$22.05	\$22.71	\$23.39
	Mental Health Practitioner (With Degree)	\$14.94	\$15.39	\$15.80	\$16.29	\$16.77	\$17.27	\$18.33	\$18.88
	Support Staff								
	APRN	\$117,056.84	\$122,031.80	\$127,006.70	\$131,981.64	\$136,956.57	\$141,962.35	\$150,575.09	\$155,092.34
XIII (Note 1)		\$21.77	\$22.61	\$23.45	\$24.32	\$25.15	\$26.00	\$27.57	\$28.39
XIV (Note 1)	IT Technician	\$16.64	\$17.15	\$17.68	\$18.19	\$18.74	\$19.31	\$20.48	\$21.10
XV	Maintenance Worker	\$58,301.52	\$60,050.56	\$61,852.08	\$63,707.66	\$65,618.85	\$67,587.43	\$71,703.52	\$73,854.63
XVII (Note 1)	Network Administrator								
XIX (Note 2)	LADC	\$23.19	\$23.91	\$24.62	\$25.36	\$26.12	\$27.73	\$28.57	\$29.42

Note 1: The figures for categories IV, V, VI, VIII, XII, and XVII are annual salaries. The figures for the other categories are hourly wages.

Note 2: Individuals who are "in training" can provide services under supervision of a licensed professional until they become an LADC; therefore, HDC will pay 90% of the category XIX until they are fully licensed as an LADC.

2024

Wage at Each Step

Category	Job Titles	0	1	3	5	7	9	11	13	15
I	Billing Clerk	\$15.17	\$15.62	\$16.03	\$16.53	\$17.02	\$17.53	\$18.06	\$18.60	\$19.16
II	Custodian	\$13.85	\$14.29	\$14.74	\$15.17	\$15.63	\$16.12	\$16.58	\$17.07	\$17.58
IV (Notes 1)	Psychologist	\$69,146.88	\$71,645.04	\$74,143.21	\$76,641.39	\$79,139.54	\$81,637.72	\$84,086.85	\$86,609.45	\$89,207.74
V (Notes 1)	Therapist	\$57,747.86	\$60,057.77	\$62,460.09	\$64,958.49	\$67,556.82	\$70,259.10	\$73,069.46	\$75,261.56	\$77,519.40
VI	Dual Clinician	\$60,869.37	\$63,179.28	\$65,581.59	\$68,079.99	\$70,678.33	\$73,380.61	\$76,190.97	\$78,476.71	\$80,831.00
VII	LPN	\$18.19	\$18.75	\$19.33	\$19.93	\$20.55	\$21.20	\$21.85	\$22.50	\$23.18
VIII (Note 1)	Registered Nurse	\$63,376.01	\$65,277.25	\$67,235.60	\$69,252.66	\$71,330.23	\$73,470.15	\$75,674.25	\$77,944.47	\$80,282.81
IX	Rehab Worker/Case Aide	\$13.59	\$13.94	\$14.30	\$14.68	\$15.10	\$15.54	\$16.01	\$16.49	\$16.98
Xla	Case Manager (Without Degree)									
	Certified Peer Specialist (Without Degree)									
	Project Coordinators (Without Degree)									
	Employment Specialist (Without Degree)									
	Case Manager Associate (Without Degree)									
Xlb	Mental Health Practitioner (Without Degree)	\$17.58	\$18.27	\$18.97	\$19.68	\$20.26	\$20.86	\$21.49	\$22.13	\$22.80
	Case Manager (With Degree)									
	Certified Peer Specialist (With Degree)									
	Project Coordinators (With Degree)									
	Employment Specialist (With Degree)									
XII	Case Manager Associate (With Degree)	\$18.72	\$19.43	\$20.12	\$20.71	\$21.31	\$21.90	\$22.49	\$23.16	\$23.86
	Mental Health Practitioner (With Degree)	\$15.24	\$15.70	\$16.12	\$16.62	\$17.11	\$17.62	\$18.16	\$18.70	\$19.26
XIII (Note 1)	Support Staff	\$119,397.98	\$124,472.44	\$129,546.83	\$134,621.27	\$139,695.70	\$144,801.60	\$149,113.20	\$153,586.59	\$158,194.19
XIV (Note 1)	APRN	\$22.21	\$23.06	\$23.92	\$24.81	\$25.65	\$26.52	\$27.31	\$28.12	\$28.96
XV	IT Technician	\$16.97	\$17.49	\$18.03	\$18.55	\$19.11	\$19.70	\$20.29	\$20.89	\$21.52
XVII (Note 1)	Maintenance Worker	\$59,467.55	\$61,251.57	\$63,089.12	\$64,981.81	\$66,931.23	\$68,939.18	\$71,007.37	\$73,137.59	\$75,331.72
XIX (Note 2)	Network Administrator									
	LADC	\$23.65	\$24.39	\$25.11	\$25.87	\$26.64	\$27.45	\$28.28	\$29.14	\$30.01

Note 1: The figures for categories IV, V, VI, VIII, XII, and XVII are annual salaries. The figures for the other categories are hourly wages.

Note 2: Individuals who are "in training" can provide services under supervision of a licensed professional until they become an LADC; therefore, HDC will pay 90% of the category XIX until they are fully licensed as an LADC.

1 Section 3. Under no circumstances shall an employee's actual wage or salary rate be
2 reduced except as noted in Section 6. Under no circumstances shall an employee be paid at a rate
3 less than the rate calculated pursuant to Section 2.

4
5 Section 4. At the time of hiring, an applicant's relevant work experience and the nature and
6 recency of that work shall be evaluated by the Employer to determine the appropriate credit, if any,
7 for purposes of compensation. If credit is given, written notice shall be given to the Union within
8 two (2) weeks and the employee shall be placed at the appropriate wage or salary step based on the
9 credit. If the credit given exceeds the highest step on the compensation table, the employee's wage
10 or salary shall be similar to the wage or salary of current employees with similar years of experience
11 in the same job title, but when setting the compensation, the Employer shall first consult with the
12 Union. In no case shall a current employee in the same job title be paid less than a new hire in the
13 job title having the same years of experience in the job title.

14
15 Section 5. For purposes of determining a compensation rate when an employee transfers to
16 a new job category, the following rules shall apply: (a) If the table for the new job category provides
17 for greater rates of compensation at all steps than the table for the old job category, seniority (for
18 compensation purposes) shall be the lowest step at which there is no diminution in the rate of
19 compensation. In no case shall the new compensation rate exceed the greatest rate on the
20 applicable table. (b) Seniority (for compensation purposes) shall be unchanged. (c) When an
21 employee voluntarily accepts a new job at a lower category, their new rate of pay will be
22 determined by their experience in years and credentials for that position.

23
24 Section 6. From time to time on a case-by-case basis, the Employer shall have the
25 discretion but not the obligation to award recruiting, hiring, and staff appreciation bonuses to an
26 employee in an amount and for the reasons determined by the Employer.

27
28 Section 7. An employee who leaves the bargaining unit to take a supervisory or
29 management position with the Employer and then returns to the bargaining unit shall upon return
30 be placed at the appropriate wage or salary step given their seniority in the applicable bargaining
31 unit job title.

32
33 Section 8. Employees who are paid above the wage scales will receive the across-the-board
34 increase that applies to all categories each year of the contract until such time as the wage scales
35 include their rate of pay, at which time the increases will be based on the wage tables.

36
37 Section 9. The Employer will implement a mentorship training program. The mentor will
38 receive a bonus equivalent to \$0.30 per hour per new staff for the mentor's time, paid to the
39 mentor at the end of the probation period or the termination of the new staff during probation.
40 Management maintains the discretion of mentor selection.

41
42 **Article 27 --Overtime Pay.** Non-exempt employees shall be paid at one and one-half (1

1 ½) times their regular rate of pay for all hours compensated over forty (40) in a week, not including
2 compensated sick leave hours and compensated on-call hours. Overtime pay shall not be duplicated
3 for the same hours worked, and to the extent that hours are compensated as overtime hours under
4 one (1) provision of this Agreement or law they shall not be compensated as overtime hours under
5 any other provision of this Agreement or law. Unless it is a crisis situation, the employee shall get
6 advance approval from a supervisor prior to working overtime hours. The Employer shall not be
7 required to offer work or to make a schedule that causes overtime hours.

8
9 **Article 28 --On-Call Pay.** Employees who are scheduled on-call after regular business hours
10 (Monday-Friday) the employee shall be paid three dollars per hour (\$3.00). Employees who are
11 scheduled on-call over the weekend (Friday @ 5:00 PM to Monday at 8:00 AM) the employee shall
12 be paid six dollars per hour (\$6.00). If an employee is required to meet with a client, employees will
13 be paid at one and one-half (1 1/2) times their regular rate of pay for the time they are assisting
14 with the client crisis. If an employee is on-call on an HDC observed holiday, the employee shall be
15 paid six dollars per hour (\$6.00).

16 17 **Fringe Benefits** 18

19 **Article 29 --Vacation.** Full-time employees shall accrue paid vacation time as follows:

20	21	22	23
	Vacation Days	Vacation Days	
	Years of Continuous	Accrued Per	Accrued Per
	<u>Service Completed</u>	<u>Month</u>	<u>Year</u>
24			
25	0-2	10/12	10
26	3-5	15/12	15
27	6-10	20/12	20
28	11-20	22/12	22
29	21+	26/12	26
30			

31 Part-time employees shall accrue prorated vacation time based upon the foregoing schedule.

32
33 Vacation time shall be paid at the employee's regular hourly rate of pay or salary in effect
34 when the vacation time is utilized. Vacation time may be used after thirty (30) days of employment
35 but shall not be utilized prior to its accrual. Unused accrued vacation time may be accumulated up
36 to but not beyond the applicable yearly figure from the foregoing schedule. Accrued vacation time
37 may be utilized at any time, subject to reasonable advance notice to the Employer. The Employer
38 shall grant the requested time off if it does not interfere with reasonable business needs and
39 adequate staffing levels. Vacation time shall not be utilized in increments of less than one (1) hour.
40 In cases of resignations, employees shall be paid for all accrued but unused vacation time when
41 their employment ends for any reason.

42
43 **Article 30 --Sick Leave.** Full-time employees shall accrue paid sick leave at the rate of

one (1) days per month. Unused accrued sick leave may be accumulated up to but not beyond sixty (60) days. Part-time employees shall accrue prorated sick leave based upon the foregoing figures. Sick leave may be used as accrued but shall not be utilized prior to its accrual. Accrued but unused sick leave shall be forfeited upon the notice of resignation or ending of employment for any reason. Paid sick leave shall be used only in cases of the employee's own illness or injury, or for absences due to an illness of or injury to the employee's child (for the purpose of this section "child" is defined as biological, adopted, stepchild, or placement of a child with an employee, with documentation from a legal entity), spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. The Employer may require the employee to furnish medical proof of the need for sick leave for the employee or for the family member, as the case may be, provided that there is reasonable cause for doing so. Sick leave shall be paid at the employee's regular hourly rate of pay or salary in effect when the sick leave is utilized. Employees shall give as much notice as possible for the need to use sick leave, no later than one-half (½) hour after the shift or workday was to start. The employee shall give the notice to a supervisor or if not available to the supervisor's voicemail unless the illness or injury prevents him or her from doing so. Such notice shall be given each scheduled workday, unless the employee gives notice that he or she will be absent for a specific number of days. Sick leave shall not be utilized in increments of less than fifteen (15) minutes.

30a. FMLA applications must be completed in advance of the requested leave and shall be processed in accordance with the federal law.

30b. Parenting Leave: This policy provides parenting leave to eligible employees for incapacity due to pregnancy, prenatal medical care, or childbirth; or to care for the employee's child after birth or placement for adoption or foster care.

Eligibility

Minnesota employees are eligible for Parenting Leave up to twelve (12) weeks if 1) the employee has been employed by the Human Development Center for at least twelve (12) consecutive months immediately preceding the request and 2) during those twelve (12) months the employee worked at least 1250 hours. If the employee is eligible for Parenting Leave and is also eligible for FMLA Leave, Parenting Leave and FMLA leave run concurrently and not consecutively.

Utilization of Accrued Benefits during Parenting Leave

- May use accrued sick leave up to a max of 12 weeks or 480 hours for Maternity or Paternity Leave.
- Remainder of 12-week FMLA period can be utilized with:
 - Accrued Personal Leave
 - Accrued Vacation
 - Unpaid Time

1 FMLA, Parenting leave, and accrued time all run concurrently and only 12 weeks are available within
2 a rolling 1-year time. NOTE: If employee does not have enough time accrued, then the remaining
3 leave would be unpaid time.

4
5 **Article 31 --Holidays.** The following days shall be recognized as paid holidays under
6 this Agreement:

8 New Year's Day	Labor Day
9 Martin Luther King Day	Thanksgiving Day
10 Presidents Day	Day after Thanksgiving Day
11 Memorial Day	Christmas Eve
12 Juneteenth	Christmas Day
13 Independence Day	

14
15 A holiday falling on a Sunday shall be observed on the immediately following Monday.
16 A holiday falling on a Saturday shall be observed on the immediately preceding Friday. If an
17 employee normally works on a given holiday, that day shall be the holiday. For the listed
18 holidays, a non-exempt employee shall be paid holiday pay, computed at his or her regular rate of
19 pay times the length of his or her normal workday. For holidays worked when required by the
20 Employer, non-exempt employees shall receive holiday pay and in addition shall be paid one and
21 one-half (1 ½) times his or her regular rate of pay for each hour worked on the holiday. The
22 foregoing rules shall apply to part-time non-exempt employees, except that they shall receive
23 prorata pay for the holiday. Exempt employees may substitute paid time off for time worked on a
24 holiday at a time mutually agreed with the Employer.

25
26 **Article 32 --Personal Leave Days.** Each calendar year, each employee shall receive two (2)
27 paid personal leave days. For employees having ten (10) or more years of seniority, the figure shall
28 be three (3) paid personal leave days per calendar year. Paid personal leave days may be used as
29 accrued but shall not be utilized prior to their accrual. Personal leave days shall be paid at the
30 employee's regular hourly rate of pay or salary in effect when the personal leave day is utilized.
31 Accrued but unused personal leave days may rollover up to but not beyond four (4) days for 0-10
32 years of service and six (6) days for 10+ years of service. Accrued but unused personal leave shall be
33 forfeited once an employee gives their notice of resignation. Part-time employees shall receive
34 prorated pay for personal leave days. The employee shall give as much notice as possible to their
35 supervisor for the need to use personal leave, but no later than one-half (1/2) hour after the shift or
36 workday was to start.

37
38 **Section 1.** Requests for unpaid personal leave shall be made in writing and will require the
39 approval of the immediate Supervisor, Department Director, and the Chief Executive Officer.

40
41 **Article 33 --Funeral and Critical Illness Leave.** Employees may use up to five (5) days of
42 accrued sick leave in case of death or critical illness of an immediate family member. If employees
43 do not have accrued sick leave, unpaid time off will be approved by the Employer. Critical

1 illness is defined as an illness or injury posing the immediate risk of loss of life. Immediate family
2 member is defined as spouse, parent, stepparent, grandparent, child, stepchild, legal ward, sibling,
3 stepsibling, grandchild, and parent-in-law. In cases of funeral leave, one (1) of the sick days shall be
4 the day of the funeral.

5
6 **Article 34 --Extended Unpaid Personal Leave.** An extended unpaid personal leave of
7 absence may be granted at the Employer's sole discretion by the Employer for good reason, with the
8 right of returning at the same employment status. The Employer's decision to grant or deny leave
9 shall not be subject to the grievance process. This leave must be authorized by the
10 supervisor and the Chief Executive Officer. An unpaid leave of absence may be up to one (1) month
11 unless extended by the Chief Executive Officer.

12
13 **Article 35 --Jury Duty/Witness Duty.** An employee who is called for jury duty shall be paid
14 for the actual hours worked for the Employer. If this pay, together with his or her jury duty pay does
15 not equal the employee's regular weekly pay, the Employer shall make up the
16 difference, provided the employee works such hours as he or she is available during the hours when
17 court is not in session. An employee receiving full pay from the Employer while serving on a jury
18 shall be required to turn in to the Employer the jury duty pay (less court-reimbursed expenses) for
19 the period that he or she served on the jury. Employer paid jury duty time shall not exceed two (2)
20 weeks in any consecutive twelve (12) month period. If time served on a jury exceeds two (2) weeks
21 in any consecutive twelve (12) month period, the employee shall be entitled to keep all court pay for
22 his or her entire time of service, provided, however, that in no case shall the combination of court
23 pay and Employer pay exceed the employee's regular compensation for the same time period. An
24 employee serving as a witness on behalf of the Employer or when subpoenaed in connection with
25 his or her employment with the Employer shall be compensated at his or her regular rate of pay for
26 time spent on witness duty.

27
28 **Article 36 --Health Insurance.** The Employer shall provide group health insurance coverage
29 to the employees based upon the eligibility criteria as outlined in the summary of benefits as
30 attached. In the event the Summary of Benefits is silent as to an issue, the provisions of the
31 insurance policy and/or certificate of coverage shall govern. The Employer may change carriers or
32 administrators, provided that the change does not result in a material detriment to the employees.
33 Effective January 1, 2007, a participating employee shall pay twenty percent (20%) of the monthly
34 premium for all coverages selected by the employee. One-twenty-sixth of the employee's annual
35 premium will be deducted from each bi-weekly paycheck. The Employer shall pay the balance of the
36 premium. If either party wishes to explore changes in the health insurance plan design in order to
37 reduce premiums, the Insurance Committee shall meet and discuss the issue. Failing agreement on
38 the issue within ninety (90) days of the first Committee meeting on the issue, either party may call
39 for binding interest arbitration to resolve the disagreement over the issue. The interest arbitrator
40 shall be selected under the procedure set forth in Article 49. The interest arbitrator's power shall be
41 limited solely to the issue of how to change the health insurance plan in order to reduce premiums.
42 Any increases in the health insurance premiums that occur following the date of ratification of this
43 2022-2024 contract will be shared equally (50%, 50%) between the employee and the Employer;

1 with the agreement and understanding that no employee will be required to pay more than twenty-
2 five percent (25%) of the total monthly health insurance premium.

3
4 **Article 37 --Life Insurance.** The Employer shall provide group term life insurance to the
5 employees based upon the same eligibility criteria, policy limits, and other terms and conditions as
6 existed on December 31, 2006, or the date of ratification, whichever comes first. The Employer may
7 change carriers or administrators, provided that the change does not result in a material detriment
8 to the employees.

9
10 **Article 38 --Dental Insurance.** The Employer shall provide group dental insurance to the
11 employees based upon the criteria as outlined in the Summary of Dental Benefits (Appendix B).
12 Effective January 1, 2007, the coverages, benefit levels, and other terms and conditions shall be as
13 outlined in the Summary of Dental Benefits. The Employer may change carriers or administrators,
14 provided that the change does not result in a material detriment to the employees. Effective
15 January 1, 2007, a participating employee shall pay twenty percent (20%) of the monthly premium
16 for all coverages selected by the employee. One-twenty sixth of the employee's annual premium
17 will be deducted from each bi-weekly paycheck. The Employer shall pay the balance of the
18 premium. If either party wishes to explore changes in the dental insurance plan design in order to
19 reduce premiums, the Insurance Committee shall meet and discuss the issue. Failing agreement on
20 the issue, within ninety (90) days of the first Committee meeting on the issue, either party may call
21 for binding interest arbitration to resolve the disagreement over the issue. The interest arbitrator
22 shall be selected under the procedure set forth in Article 49. The interest arbitrator's power shall be
23 limited solely to the issue of how to change the dental insurance plan in order to reduce premiums.

24
25 **Article 39 --Disability Insurance.** The Employer shall provide group disability insurance to the
26 employees based upon the same eligibility criteria, benefit levels, and other terms and conditions as
27 existed on December 31, 2006, or the date of ratification, whichever comes first. The Employer may
28 change carriers or administrators, provided that the change does not result in a material detriment
29 to the employees.

30
31 **Article 40 --Retirement.** The Employer shall continue the 401(k) Plan with the same eligibility
32 criteria, fund options, and other terms and conditions. The Employer shall annually contribute up to
33 a three percent (3%) (of gross compensation) matching contribution to each eligible employee who
34 contributes to the plan. The 401K Plan shall have fifty percent (50%) vesting after one year of Plan
35 participation and one hundred percent (100%) vesting after two (2) years of Plan participation. An
36 employee may contribute to the 401K Plan up to the maximum permitted by law. The Employer
37 shall only match up to three percent (3%) (of gross compensation). The Employer may change the
38 Plan Administrator or Broker provided that the changes do not result in a material detriment of the
39 contribution to the employees.

40
41 **Article 41 --Education.** Each registered nurse shall be eligible to receive reimbursement for
42 expenses incurred for tuition, lab fees, books, and travel expenses for educational courses.
43 Reimbursement shall be limited to \$1,000 per contract year per registered nurse. The course must

1 relate to the profession of registered nursing and to the business of the Employer. The Employer
2 must approve the course prior to its commencement in order for the course to be eligible for
3 reimbursement. Reimbursement shall be made upon proof of satisfactory completion of the course.
4 The registered nurse shall repay to the Employer any reimbursement he or she has received
5 hereunder if his or her employment with the Employer ends for any reason within one (1) year after
6 completion of the course. Any part or all of the repayment may be withheld from the registered
7 nurse's paychecks. Reimbursement of education expenses for other employees shall be in the
8 discretion of the Employer.

9
10 **Article 42 --Mileage.** The Employer shall reimburse an employee at the federal
11 reimbursement rate per mile for business use of the employee's personal vehicle.

12 13 **Employee Performance**

14
15 **Article 43 --Employee Evaluations.** Each year within sixty (60) days before or sixty (60)
16 days after the employee's anniversary date of employment, the employee's performance shall be
17 evaluated in writing by his or her supervisor. Employees who disagree with the evaluation shall be
18 permitted to submit a written response and have the response attached to the supervisor's
19 evaluation.

20
21 **Article 44 --Fitness For Duty.** If the law allows and if the Employer has reasonable
22 grounds to question an employee's fitness for duty, the Employer may request the employee to
23 provide a doctor's statement (or the statement of another appropriate professional) indicating that
24 the employee is able to do his or her job. The Employer shall pay any costs associated with
25 obtaining the statement.

26
27 **Article 45 --Illegal Drugs and Alcohol Policy.** No employee shall use, sell, solicit, possess or
28 transfer illegal drugs or alcohol while working or while on any Employer premises (including parking
29 lots) or Employer work sites, wherever located. No employee shall report to or be at work under the
30 influence of illegal drugs or alcohol, wherever such work is being performed, including off Employer
31 property. No employee shall operate any Employer vehicle, machinery, equipment, or property at
32 any time, or any private vehicle while used in furtherance of the Employer's business, while using or
33 under the influence of illegal drugs or alcohol. It shall not be a violation of this policy to consume
34 alcohol in moderation at any function sponsored by the Employer where the Employer furnishes or
35 authorizes the use of the alcohol.

36
37 **Article 46 --Discipline and Discharge--Misconduct.** In cases of misconduct, the Employer
38 shall not discipline or discharge an employee without just cause and without following these
39 progressive discipline steps:

- 40
41 (1) first written warning
42 (2) second written warning
43 (3) unpaid suspension

1 (4) discharge.

2
3 One or more progressive disciplines steps may be skipped in cases of serious misconduct,
4 including but not necessarily limited to, theft, violation of the illegal drugs and alcohol policy,
5 assault, falsification of any Employer record, insubordination, willful breach of client confidentiality,
6 willful violation of vulnerable adult or child protection laws, job abandonment, and willful
7 destruction of property. Any first written warning more than (1) year old shall not be cited for
8 progressive discipline purposes, providing there have been no other subsequent warnings or
9 suspensions. All discipline shall be in writing to the employee, with a copy to the Union.

10
11 **Article 47 --Discipline and Discharge--Substandard Performance.** In cases of substandard
12 performance, the Employer shall not discipline or discharge an employee without following these
13 steps:

14
15 (1) The Employer may set the performance standards for the job in question, provided that
16 the standards shall be made known to the affected employees and shall be applied without
17 discrimination.

18 (2) The Employer shall be prepared to demonstrate that the employee failed to meet the
19 performance standards and shall conduct a fair and impartial investigation in that regard.

20 (3) The employee shall be given a reasonable corrective plan, under which the employee is
21 made aware of the performance issues, is counseled on how to correct them, and is given an
22 opportunity to correct them.

23 (4) The Employer shall be prepared to demonstrate that the employee failed to meet the
24 corrective plan.

25
26 In any arbitration arising out of discipline or discharge for substandard performance, the
27 only issues for resolution shall be whether the Employer followed the foregoing steps, and, if so, the
28 arbitrator shall have no power to modify the discipline or discharge imposed by the Employer.

29 30 **Dispute Resolution**

31
32 **Article 48 – Labor Management Team.** A labor management team may consist of up to
33 three (3) persons appointed by the bargaining unit and up to three (3) persons appointed by the
34 Employer. One (1) of the bargaining unit appointees may be a Union Field Representative. The team
35 may meet as needed with mutual consent of the Union and the Employer.

36
37 **Article 49 --Grievances and Arbitration.** Any grievance or dispute which may arise between
38 the parties concerning the application or interpretation of this Agreement shall be settled in
39 accordance with the three-step procedure set forth below. However, a supervisor may meet
40 individually with any employee in order to discuss matters pertaining to that employee's
41 performance of duties. Such discussions shall not be considered a Step One grievance meeting.
42 Employees are encouraged to attempt to resolve the occurrence of any grievance on an informal

1 basis with the employee's immediate supervisor at the earliest opportunity. If the matter is not
2 resolved, it shall be settled with the following procedure:

3
4 Step One: The designated Union Representative with the employee shall discuss the matter
5 with the employee's immediate supervisor within fifteen (15) days after the employee,
6 through the use of reasonable diligence, should have had knowledge of the first occurrence
7 of the event giving rise to the grievance. If no settlement is reached within ten (10) business
8 days, the Union may within ten (10) business days appeal to Step Two.

9
10 Step Two: The grievance shall be reduced to writing by the Union on an official grievance
11 form and filed with the Director of Human Resources or his or her authorized
12 representative. Within ten (10) business days after receipt of the written grievance, the
13 grievant, a Union representative, the Chief Executive Officer, or his or her designee, and, at
14 the Employer's option, the Human Resources Director and the involved supervisor, shall
15 meet to discuss the grievance. Within ten (10) business days after the meeting, the Chief
16 Executive Officer, or his or her designee, shall give a written answer to the grievance. If no
17 settlement is reached, the grievant or the Union may, within ten (10) business days after
18 receipt of the answer, appeal the matter to Step Three.

19
20 Step Three: If Steps One and Two fail to settle the grievance, the grievance may be
21 submitted to an arbitrator for resolution within thirty (30) calendar days following receipt of
22 the decision from the Chief Executive Officer or Human Resources. The party seeking
23 arbitration shall request from the Minnesota Bureau of Mediation Services or the Federal
24 Mediation and Conciliation Service a list of the names of seven (7) potential arbitrators. The
25 arbitrator shall be selected by the Employer and the Union alternately striking names from
26 the list until only one (1) name remains. The order of striking shall be determined by the flip
27 of a coin. The arbitrator's fees and expenses and the cost of any hearing room jointly
28 selected shall be shared equally by the parties. The award of the arbitrator shall be final and
29 binding upon the Employer, the Union, the grievant, and all other employees. The arbitrator
30 shall have jurisdiction only over grievances or disputes which may arise between the parties
31 concerning the application or interpretation of this Agreement. All arbitration decisions
32 shall be rendered only in accordance with the language of this Agreement and any written
33 interpretations of this Agreement signed by the parties. The arbitrator shall have no power
34 to add to, subtract from, or modify in any way any of the provisions of this Agreement.

35
36 No grievance, other than wage and salary claims, shall be filed or processed if based on
37 an event occurring more than twenty-five (25) days before the written Step Two grievance was filed.
38 A written Step Two grievance based on a wage or salary claim shall be filed within twenty (20) days
39 of the receipt of the paycheck stub reflecting the complaint, provided, however, that this twenty
40 (20) day wage and salary claim deadline shall be tolled during any authorized absence from work. A
41 grievance shall be considered resolved on the basis of the last answer of the Employer if not timely
42 appealed to the next step. Time is of the essence with respect to these grievance processing time
43 limitations. Deadlines in this grievance and arbitration article may be extended only by written

1 agreement of the parties. A confirmatory letter from either party to the other promptly following a
2 verbal extension of time shall suffice as such a written agreement.

3 4 **Miscellaneous**

5
6 **Article 50 --Effect of Law.** This Agreement is subject to the laws of the United States and the
7 State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law
8 by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken
9 within the time provided, such provision shall be voided. All other provisions of this Agreement shall
10 continue in full force and effect. The parties shall negotiate over the voided provision at the request
11 of either party. The goal of such negotiations shall be to devise a provision that is legally binding and
12 that embodies as near as possible the intent of the voided provision. The Employer and the Union
13 agree to comply with all local, state, and federal laws, and the decisions and rulings of any
14 administrative agency or court with competent jurisdiction that may legally affect any term in this
15 Agreement.

16
17 **Article 51 --Notices.** Any notice required or permitted under this Agreement to be given by
18 one party to the other shall be given in writing and mailed or hand delivered to these addresses:

19 Employer:	Chief Executive Officer	Union:	AFSCME Council 5
20	Human Development Center	21	211 West Second Street
21	1401 East First Street	22	Suite 205
22	Duluth, Minnesota 55805	23	Duluth, Minnesota 55802

24 **Article 52 --Notice of Rights Under Law.** Various federal and state laws grant certain rights to
25 employees. Such laws include:

- 26
- 27 • military leaves of absence and return-to-work rights
- 28 • voting time off
- 29 • whistleblower laws
- 30 • personnel records (employment file) laws
- 31 • safety and health laws
- 32 • pension laws.
- 33

34 The Employer, the Union, and the employees shall abide by the Family and Medical Leave
35 Act, the Minnesota School Activities Leave Act, and the Minnesota Parental Leave Act.

36
37 **Article 53 --Zipper.** The parties agree that they have bargained wholly with respect to all
38 proper subjects of collective bargaining and have settled all such matters as set forth in this
39 Agreement. This Agreement embodies the complete and final understanding reached by the parties
40 as to the wages, hours, and all other terms and conditions of employment. Nothing contained
41 herein shall prohibit the Employer and the Union during the term of this Agreement from discussing
42 any matter by agreement, provided however, that any such discussions shall in no way obligate the

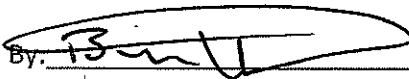
1 Employer to negotiate such matter, or any other, and shall not restrict or prevent the Employer
2 from proceeding as it deems appropriate. Nothing in the foregoing language is intended to prevent
3 the Union from filing a grievance based on an alleged past practice.

4 5 **Term**

6
7 **Article 54 --Term.** This Agreement shall be in effect from the 1st day of January 2022 to the
8 31st day of December 2024 and shall automatically renew from year to year thereafter unless either
9 party gives written notice to the other of the proposed termination or modification of this
10 Agreement at least ninety (90) days prior to the expiration date, or prior to the end of any renewal
11 period, as the case may be. If such notice is given the parties shall engage in collective bargaining
12 with respect to a new collective bargaining agreement.


1 In witness whereof, the parties have executed this Agreement by and through their authorized
2 representatives as of the date set forth in the preamble hereto.

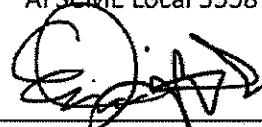
3
4 **Human Development Center**
5 **Minnesota non-profit corporation**

6
7
8 By: 
9 Ben Hatfield
10 Chief Executive Officer
11 Human Development Center

American Federation of State, County and
Municipal Employees, AFL-CIO, Minnesota
Council 5, Local No. 3558

12
13 By: 
14 Northern Field Director
15 AFSCME Council 5

16
17 By: 
18 Local President
19 AFSCME Local 3558

20
21 By: 
Field Representative
AFSCME Local 3558